

REQUEST FOR COUNCIL ACTION

SUBJECT: 7000 South Redwood Road to Bangerter Highway Project
No. F-R299(142)

SUMMARY: Approve a Local Government Contract between the Utah Department of Transportation (UDOT), West Jordan City and Hales Engineering, LLC for Transportation Planning for the 7000 South from Redwood Road to Bangerter Highway project, in an amount not to exceed \$179,510.31.

FISCAL IMPACT: The City is responsible for 6.77% of the funding for the contract equal to \$12,152.85. The funding for this contract is available in the road capital account.

STAFF RECOMMENDATION:

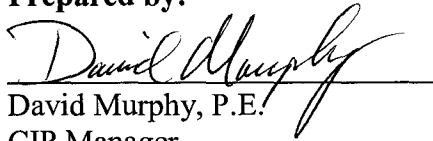
Staff recommends approval of a Local Government Contract between the Utah Department of Transportation (UDOT), West Jordan City and Hales Engineering, LLC for Transportation Planning for the 7000 South from Redwood Road to Bangerter Highway project, in an amount not to exceed \$179,510.31.

MOTION RECOMMENDED:

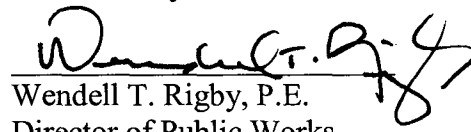
"I move to adopt Resolution No. 15-36 authorizing the Mayor to execute a Local Government Contract between the Utah Department of Transportation (UDOT), West Jordan City and Hales Engineering, LLC for Transportation Planning for the 7000 South from Redwood Road to Bangerter Highway project, in an amount not to exceed \$179,510.31.

Roll Call vote required

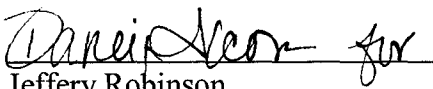
Prepared by:


David Murphy, P.E.
CIP Manager

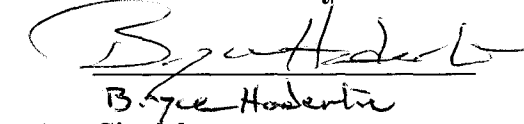
Reviewed by:


Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:


Jeffery Robinson
City Attorney

Recommended by:


B. Lynn Henderson
Interim City Manager

BACKGROUND DISCUSSION:

This project is a planning level transportation study of 7000 South from 1300 West to Bangerter Highway. Consultant will prepare a concept study report for 7000 South between 1300 West and Bangerter Highway to identify and evaluate improvement concepts to increase vehicular capacity. Public open houses and City Council input will be encouraged in the study.

This report will include information about the existing conditions, future volume forecasts, concept plans that address congestion and possible mitigation measures including the purchase of additional right of way. Concept report will also address pedestrian safety, garbage collection, and on-parking issues. Final report will include traffic simulation models for review by the public.

As per most local government sponsored projects, the City cost participation is 6.77%, or \$12,152.85 of the \$179,510.31 total.

Attachments:

- Resolution

- UDOT Local Government Contract

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-36

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL
GOVERNMENT CONTRACT BETWEEN THE UTAH DEPARTMENT OF
TRANSPORTATION, THE CITY OF WEST AND
HALES ENGINEERING, LLC
FOR THE 7000 SOUTH REDWOOD ROAD TO BANGERTER HIGHWAY
PROJECT**

Whereas, the City Council of the City of West Jordan has reviewed the attached Local Government Contract between the City of West Jordan, the Utah Department of Transportation (UDOT), and Hales Engineering, LLC. (a copy of which is attached as **Exhibit A**) for the 7000 South Redwood Road to Bangerter Highway Project, in an amount not-to-exceed \$179,510.31; and

Whereas, the proposed Local Government Contract between the City of West Jordan, the UDOT and Hales Engineering, LLC in an amount not-to-exceed \$179,510.31 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Local Government Contract between the City of West Jordan, the UDOT and Hales Engineering, LLC for an amount not-to-exceed \$179,510.31 is acceptable for the 7000 South Redwood Road to Bangerter Highway Project.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the Local Government Contract between the City of West Jordan, the UDOT and Hales Engineering, LLC for 7000 South Redwood Road to Bangerter Highway Project, in an amount not-to-exceed \$179,510.31.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 25th day of February 2015.

Kim V. Rolfe
Mayor

ATTEST:

Melanie S. Briggs
City Recorder

RESOLUTION NO. 15-36

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL
GOVERNMENT CONTRACT BETWEEN THE UTAH DEPARTMENT OF
TRANSPORTATION, THE CITY OF WEST AND
HALES ENGINEERING, LLC
FOR THE 7000 SOUTH REDWOOD ROAD TO BANGERTEER HIGHWAY
PROJECT**

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim V. Rolfe



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
ENGINEERING SERVICES
2013-2016 LG POOL (RPLOQ)
UNIT PRICE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-R299(142)
PIN Description: 7000 South - SR-154 (Bangerter) to SR-68 (Redwood)
FINET Prog No.: 5352615D
PIN No.: 10012
Work Discipline: Planning

1. **CONTRACTING PARTIES:** This contract is between West Jordan City, referred to as LOCAL AUTHORITY and

Hales Engineering, LLC
2975 West Executive Parkway, Ste 151
Lehi, UT 84043

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 20-5358803

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with Planning services as further described in Attachment C.
3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate February 29, 2016, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$179,510.31 for costs authorized by this Contract as further described in Attachment D.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A – Certification of Consultant and Local Authority
Attachment B – Standard Terms and Conditions
Attachment C – Services Provided by the Consultant
Attachment D – Fees
Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - Hales Engineering, LLC

LOCAL AUTHORITY - West Jordan City

By: *Ryan Hales* 2/5/15
Title: OWNER Date
Printed Name: OWNER

By: _____
Title: _____ Date
Printed Name: _____

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: *Michael Wilson* 2-4-15
Title: Engineer for Reconstruction Date

By: _____
Title: Contract Administrator Date

APPROVED AS TO LEGAL FORM
West Jordan City

Daniel Hales Date: 2-17-15

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of Hales Engineering, LLC and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration in connection with this contract involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of West Jordan City and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

**LOCAL GOVERNMENT
ENGINEERING SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the

negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:
 - (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
 - (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
 - (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
 - (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
 - (e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
 - (f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming the LOCAL AUTHORITY, UDOT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the State of Utah, Risk Manager.

- 10. HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 1.5 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 1.5 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$750,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$750,000; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in UCA Section 34A-2-104 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The Executive Director or designee shall have the right to request a recertification by the CONSULTANT by submitting a written request to the CONSULTANT, and the CONSULTANT shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the CONSULTANT be required to demonstrate such compliance more than twice in any 12-month period. The CONSULTANT and all applicable sub-consultants will be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

- 11. PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the LOCAL AUTHORITY and the DEPARTMENT shall be immediately notified in writing. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, extend the contract by written modification.

The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.

Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

12. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
13. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the 49 CFR Part 21, and the 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. *(Provision revised July 29, 2013.)*

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS: The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

15. CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS: The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

16. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Contracts and UCA Section 63G-6-604 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.
17. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the Federal Acquisition Regulations (FAR) cost principles as described in the FHWA Order 4470.1A and in the DEPARTMENT Financial Screening Application.
18. **OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the LOCAL AUTHORITY. All documents and data pertaining to work required by this contract shall be the property of the LOCAL AUTHORITY and shall be delivered to the LOCAL AUTHORITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT C.

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the LOCAL AUTHORITY, the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

19. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY and/or the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the LOCAL AUTHORITY and/or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 60% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

20. **PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*
21. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
22. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.
23. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.
24. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

25. **TERMINATION:** This contract may be terminated as follows:
 - (a) Mutual agreement of the parties; in writing and signed by the parties.
 - (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 40, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
 - (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.
 - (d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than (d), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

26. **DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.
27. **ELECTRONIC PLAN ROOM DOCUMENTATION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats on one or more CD's. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the Engineering Technology Services (ETS) sub-page of the DEPARTMENT website www.udot.utah.gov/ets.

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

- (f) Placement: Action – Project data must be delivered to the DEPARTMENT on CD's in the established project directory structure.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Engineering Technology Services Group of the Project Development Division at UDOT.

28. **REQUIREMENTS FOR COMPUTER ELEMENTS:** Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

29. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.
30. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website www.udot.utah.gov/go/rowprojectwiseguide. (Provision revised September 30, 2013.)
31. **GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
32. **WORK ACCEPTANCE:**
- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at www.udot.utah.gov/go/qcqa which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by

the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. (Provision revised February 12, 2014.)

33. **GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY and the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

34. **IF THIS CONTRACT IS FOR DESIGN:**

- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
- (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the UDOT website www.udot.utah.gov/go/pdnpdn, which is incorporated herein by this reference. (Provision revised September 30, 2013.)

35. **IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:**

- (a) **Construction Administration**
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
- (b) **Materials Testing and Inspection**
The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the *UDOT Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.
- (c) **Acceptance Testing/Inspection**
Acceptance testing/inspection will be performed in accordance with the project specifications and *UDOT Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the UDOT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.
- (d) **Independent Assurance Testing**
Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory

qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.

- (e) **Project Inspection**
Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (f) **Project Closeout**
Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.
- (g) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website www.udot.utah.gov/ets.

- 36. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:** In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY and/or DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY and/or DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120 volt (or greater) current for which an electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY and/or DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

- 37. NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
- 38. COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
- 39. USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their

employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

40. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:

- (a) Guarantee Access: The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) Prompt Consideration: The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) Documents: The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) Services: The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

SERVICES PROVIDED BY THE CONSULTANT

1. SCOPE SUMMARY:

To perform a feasibility study for 7000 South between Bangerter and Redwood road. There are currently 4 lanes (2 WB, 1 EB & turn lane) on this corridor in West Jordan City. The City is interested in evaluating the future traffic needs for this corridor and evaluate the various options of widening to 5 lanes (2 WB, 2 EB & turn lane) to include bike lanes, shoulder and park strips potentially. Service required includes traffic analysis, traffic data collection and right of way impact evaluation.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment pages 2 through 24:

- (a) Approval Memo
- (b) Executive Summary
- (c) Detailed Work Plan
- (d) Personnel/Staffing Plan
- (e) Schedule
 - (1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by February 29, 2016.
 - (2) Project/Contract Period: The project/contract will terminate February 29, 2016, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.



UDOT Consultant Services Contract Approval Memo

Memo Printed on: February 3, 2015 10:26 AM



PM Approval Date: January 30, 2015

UDOT PM: Peter S. Tang

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN: 10012
Project No.: F-R299(142)
Job/Proj: 5352615D
PIN Description: 7000 South - SR-154 (Bangerter) to SR-68 (Redwood)

CONTRACT INFORMATION

CS Admin: Devon Tonks
Contract No.: New Feasibility Study (West Jordan Local Government)
Mod No.:
Expiration Date: February 29, 2016
Contract/Mod Amount: \$179,510.31
Fee Type: UNIT PRICE
Selection Method: POOL - GE / LG (RPLOQ)
Period: 2013-2016 GE / LG
Phase: PRELIMINARY ENGINEERING
Discipline: PLANNING

CONTACTS

Consultant	Local Government
HALES ENGINEERING, LLC	West Jordan City
Ryan R. Hales	Greg Davenport
2975 WEST EXECUTIVE PARKWAY, STE 151 LEHI, UT 84043	8000 S REDWOOD RD WEST JORDAN, UT 84088 ,
	(801) 569-5077 GREGD@WJORDAN.COM



UDOT Consultant Services Local Government Approval Memo

Memo Printed on: February 3, 2015 10:26 AM



PROJECT INFORMATION

PIN: 10012
Project No.: F-R299(142)
Job/Proj: 5352615D
PIN Description: 7000 South - SR-154 (Bangerter) to SR-68 (Redwood)

CONTRACT INFORMATION

CS Admin: Devon Tonks
Contract No.: New Feasibility Study (West Jordan Local Government)
Mod No.:
Expiration Date: February 29, 2016
Contract/Mod Amount: \$179,510.31
Cumulative Amount: \$179,510.31
Fee Type: UNIT PRICE
Selection Method: POOL - GE / LG (RPLOQ)
Period: 2013-2016 GE / LG
Phase: PRELIMINARY ENGINEERING
Discipline: PLANNING

CONTACTS

Consultant	Local Government
HALES ENGINEERING, LLC	West Jordan City
Ryan R. Hales	Greg Davenport
2975 WEST EXECUTIVE PARKWAY, STE 151	8000 S REDWOOD RD
LEHI, UT 84043	WEST JORDAN, UT 84088
(801)766-4343	(801) 569-5077
ryan@halesengineering.com	GREGD@WJORDAN.COM

I am aware of and approve the scope, schedule and budget as negotiated by the Consultant for this contract and presented by the UDOT PM Peter S. Tang. I acknowledge UDOT has limits for Pool Contracts. The limit for this contract is \$600,000.00 for the life of the contract, including any and all future modifications.

Greg Davenport
Local Government Signature

2/3/15
Date

HALES ENGINEERING, LLC

Prime

UDOT Executive Summary

Contract Number:	NEW	Mod:		
Project Number:	F-R299(142)	PIN:	10012	UDOT Primary Contact: Peter S. Tang
PIN Description:	7000 South - SR-154 (Bangerter) to SR-68 (Redwood)			

Brief Description

This project is being completed to help West Jordan City understand the implications of future projected traffic volumes on 7000 South and what it means to the corridor. This project will consider the existing roadway geometric constraints and evaluate the potential capacity needs from Bangerter Highway to 1300 West and identify the impacts to the corridor.

Project Team

Hales Engineering is the prime on this project and we will use both PEC for roadway design, and Meridian for right of way impacts.

Assumptions

The assumptions on this project include that we will be able to quickly and efficiently find solutions that meet West Jordan City's expectations and achieve concurrence with them. If remaining funds are available from the roadway design, PEC will complete some low level environmental reviews for the City. To keep the costs in budget, Meridian Engineering will complete their work without performing field survey work.

Phasing

The project will be completed in one phase that will take up to 8 months.

Fee Type

The project will be completed with unit prices.

HALES ENGINEERING, LLC

Prime

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-R299(142)	PIN:	10012	UDOT Primary Contact:	Peter S. Tang
PIN Description:	7000 South - SR-154 (Bangerter) to SR-68 (Redwood)				

Activity: 1V1

TASK 1V1: Kickoff Meeting

Objective:

Prepare and hold an initial kickoff meeting with the Project Team. West Jordan City will identify the key members of the Project Team and will provide a list of contact information to Hales Engineering for the internal Project Team members. The purpose of this meeting is to introduce the Project Team, familiarize them with the project, review the scope of work, proposed schedule and budget, and to commit the Project Team to the project goals and success.

Deliverables:

- " Meeting Agenda / Minutes
- " Project Communication Plan
- " Project Objective Statement

Activities:

- Plan time and location for kick-off meeting (1)
- Prepare meeting agenda, draft scope, schedule, and budget; distribute before meeting
- Team member introductions (UDOT, West Jordan, WFRC, FHWA, and Hales Team)
- Review Project Location
- Review Traffic/Project Objective Statement
- Discuss Scope, Schedule, and Budget
- Discuss Previous 7000 South Project

Plan time and location for meeting

The Hales Team will find a time and location suitable for the Project Team to meet and discuss the project. Invitees for this meeting include, UDOT – Project Manager Peter Tang, Eric Rasband, and Marjorie Rasmussen; West Jordan City Staff – Dave Murphy, Greg Davenport, Bill Baranowski, David Clement, Ray McCandless, WFRC - Ben Worthrich, and FHWA - Brian Dillon; Hales Engineering Team members - Ryan Hales, Jeremy Searle, and Clancy Black; PEC - Gary Horton, Chuck Easton, and Ryan Nusemeyer, Meridian – Michael Nadeau.

Prepare Meeting Agenda, Draft Scope of Work, Schedule, and Budget

Before the meeting we will prepare an agenda, draft scope of work, schedule, and budget for the project and submit to the team members in advance of the meeting for review.

Hold Meeting

Follow meeting agenda to discuss project location, boundaries, analyses, and data collection needs.

Meeting Minutes

Meeting minutes will be taken to identify decisions, action items, revisions to draft scope of work, schedule, and budget.

-

Finalize Project Objective Statement

Based on discussions at the Kickoff Meeting, make revisions to the draft traffic / project objective statement. As discussed at the scope meeting the underlying goal is to identify if the road needs to be widened.

Finalize Communications Plan

Based on discussions at the Kickoff Meeting, make revisions to the draft communications plan.

Activity: 1B1**TASK 1B1: Develop Base Mapping / Existing Surface****Objective:**

Provide base map for project alternatives.

Deliverables:

- “ Base mapping for entire project length.

Develop Base Mapping/Existing Surface

Aerial mapping will be provided by West Jordan City to PEC and will be used for alternatives development.

Activity: 1E1**TASK 1E1: ASSESS ENVIRONMENTAL NEEDS****Objective:**

PEC will conduct database evaluations of potential hazardous materials within the project corridor. No in-field surveys will be performed at this stage of the study.

Hazardous Materials: PEC will review databases and historical aerial photographs to identify sites with evidence of on-site potential hazardous materials. If sites containing or likely to contain hazardous materials/waste are found, a table containing site name, address/location, environmental concern or type of site, study options that may affect the site, and an analysis of probability of impact to that option will be provided.

Activity: 1J1

TASKS 1J1: Identify Existing Right-of-Way

TASKS 1J1A: Identify Right-of-Way Needs

Objective:

Identify the existing right-of-way and future needs.

Deliverables:

- Develop Base Mapping and ROW Information

Develop Base Mapping and ROW Information

Meridian Engineering will gather topographical information (Lidar information, past flood plain model information, etc.) from West Jordan City and/or the Salt Lake County (if available) to develop a DTM surface with 2' contours. Meridian Engineering will also gather City and/or County available GIS parcel information and assign a land use type to each parcel along the corridor (residential, commercial, etc.). Aerial photography, DTM surface (if available), and ROW/parcel information will be supplied to the projectTeam in MicroStation format (DGN, DTM, etc.). A Property Owner Spreadsheet will be prepared detailing the parcel information along the corridor. Meridian Engineering will also supply square foot information to the project Team to be used for the purpose of preparing conceptual ROW cost estimates. This cost information will include costs for ROW acquisitions and Temporary Construction Easements (TCE) for the land use types likely to be impacted along the corridor (residential, commercial, etc.), not to exceed four land use types.

Clarifications:

- Meridian Engineering will not settle any discrepancies in right-of-way parcels
- It is not the intent of this scope to have Meridian Engineering survey the project area to gather topographical information, if existing information is not available (Lidar information, past flood plain model information, etc.) a DTM will not be provided
- It is anticipated that West Jordan City will supply project area aerial photography

Activity: 1P1

TASK 1P1 / 4P1: Develop Initial Public Involvement Plan / Implement Public Involvement Plan

Objective:

Provide and execute a public involvement plan.

Deliverables:

Public involvement plan for the project outlining the details of meetings, public input opportunities.

Public Involvement Plan

Objectives

PEC will coordinate with the project team and West Jordan City to provide public involvement (PI) services for the duration of the project. The PI efforts will include one public open house, delivering fliers to the project area, and a project website.

Public Open House

PEC will conduct one (1) public open house for the project. Boards for the alternatives will be provided and displayed for the public to view and comment on. Forms will be made to allow the public to submit comment on the alternatives. Comments will be collected and formatted into a comment matrix which will be given the City and project team. Drinks and light refreshments will be provided for the public.

Project Fliers

PEC will prepare and deliver up to 500 fliers for the project area. A draft flier will be produced and distributed to the City and project team for feedback and approval. Once approved, the fliers will be delivered through the postal service, and in some instances, hand delivered when needed.

Project Website

PEC will prepare and maintain a project website for the duration of the project, or as otherwise specified by the city. The website will provide the alternatives for the public to view and download at their discretion. The website will also allow the public to submit comments about the alternatives in which the comments will be formatted into the same matrix as stated in the Public Open House section above. PEC will purchase and maintain the website and domain until project completion.

Activity: 1R1**TASK 1R1: Develop Roadway Scope****Objective:**

Develop initial roadway scope.

Deliverables:

- § Preliminary Alternative Exhibits
- § Preliminary Roadway Cost Estimate

Develop Roadway Scope**Overview**

PEC will help identify and prepare exhibits for up to three alignment & cross section alternatives (including considerations for parking and no parking) for the corridor to help determine the preliminary project footprint. Alternatives will consider widening to the north, south, and a mix between the two. PEC will also help identify and prepare exhibits for up to eight intersection/interchange alternatives for various intersections along the corridor. The proposed intersections and improvements to be designed will be decided by the project team and confirmed with the City. The alternatives will be designed over the aerial photography provided to identify potential impacts to properties.

Activity: 1T1**TASK 1T1: Assess Capacity and Safety Needs****Objective:**

Determine the existing traffic volumes and review currently forecasted future volumes. Develop study options to accommodate existing, and future traffic volumes. Identify the current safety needs and develop a strategy to address the project area safety issues. Hold bi-weekly meetings at West Jordan City Hall, and support City at meetings with other stake holders. Coordinate closely with the UDOT project manager to manage the tasks and development of this project consistent with the goals and objectives for the project.

Deliverables:

- " Existing and Future (2040) No-build Capacity Summary
- " Prioritized List of Existing Safety Improvements

Activities:

Review previous work

Review corridor safety needs

Make an inventory of the existing infrastructure and Existing Conditions

Obtain traffic counts

Review travel demand model developed for West Jordan City Master Plan

Review crash data

Determine existing and future no-build traffic needs through the corridor

Identify safety deficiencies

Develop mitigation measures to address safety deficiencies

Hold coordination meetings (12)

Review Previous Work Completed

The Hales Team will review the previous work completed along this corridor that will be provided by West Jordan City, including the following studies identified in the RPLOQ:

2012 Signal Coordination Study (Atrans)

TARGET signal study on Redwood Road (Atrans)

UDOT's East-West Corridor Study (Horrocks)

UDOT North-South Corridor Study (Horrocks)

Bangerter Highway Design Build at 7000 South (JUB)

Previous 7000 South Corridor Study (Fehr & Peers)

Review Corridor Safety Needs

The Hales Team will complete a visual reconnaissance of the corridor to identify safety concerns and/or vehicular choke points, or other geometric deficiencies.

Make an inventory of the Existing Conditions

The Hales Team will complete an existing conditions review including an examination of the current signing and striping, lane shifts, posted speed limits, turn pocket lengths, lane widths, speed limits, lighting at intersections, shoulders, bike facilities, pedestrian facilities, number of driveways, traffic signal phasing, pedestrian cross-walks, left-turn phasing,

traffic signal timing, queuing, etc. On 7000 South the review will include forms of traffic control along the corridor and look at cross-street signing and striping.

Obtain Traffic Counts

The Hales Team will obtain 24-hour average daily traffic counts at the following locations:

- 7000 South at approximately 1400 West
- 7000 South at approximately 2000 West
- 7000 South at approximately 2500 West
- 7000 South at approximately 3000 West
- 7000 South at approximately 3400 West
- 7000 South at immediately west of Bangerter Highway

West Jordan City will provide traffic counts for the 7000 South / Redwood Road (SR-68) intersection and nearby accesses. We will also collect traffic during the peak commuting periods of morning (7:00-9:00 a.m.) and evening (4:00-6:00 p.m.) at the following locations along the 7000 South corridor:

1. 1300 West
2. Columbia Drive
3. Redwood Road
4. 2200 West
5. 2700 West
6. 3200 West
7. Bangerter Highway
8. Plaza Center Drive
9. Up to 20 additional major driveways around either Redwood Road or within the 7000 South corridor

The data will be adjusted using data from a nearby permanent count station. In addition to collecting number of vehicles, we will obtain queuing information and travel time data to help with model calibration and validation, and we will collect data on bicycle usage within the corridor during the peak hours. The bicycle data will be used to evaluate the current usage along the corridor and to help support the City goals of establishing bike lanes on arterials.

We will review the previously collected travel time data from the 2012 Traffic Signal Coordination Study along the study corridor as well as complete several new travel time scenarios for comparison with the 2012 data set. This data will also help identify the key choke points along the corridor.

The Hales Team will use West Jordan City aerial photographs for all graphics. This will be provided to the Team by West

Jordan City staff.

On-street Parking Issues

The Hales Team will observe and record on-street parking during the A.M., P.M., and overnight to help understand the parking needs along the 7000 South corridor.

Pedestrian Crossing Issues

All four of the elementary schools along the 7000 South corridor have some school children potentially crossing the corridor during busy times of the day at marked and signed midblock locations. The schools include Heartland, Oquirrh, Westland, and West Jordan Elementary. We will work with the crossing guards to obtain qualitative pedestrian information and will complete counts and to identify crossing issues. The unsignalized school crosswalks at 1500 West and 2400 West contains overhead signs, flashers, and contains a reduced speed school zone (RSSZ). We will review the Utah MUTCD for school crossings to ensure proper signing and striping at each crossing. West Jordan City will supply the Safe Routes to School plan for each of the elementary schools to the Hales Team.

In addition, the Hales Team will collect pedestrian crossing data at two overpass structures to identify the number of pedestrians using other structures (potentially at Bangerter Highway and at 2200 West on 6200 South) near the project study area to help determine the feasibility for structures along the 7000 South corridor. In addition, the Hales Team will reach out to Paul Bergera from the Jordan School District.

Review Existing Travel Demand Model

The Team will obtain a copy of the travel demand model (TDM) from Horrocks Engineers to use on this project, as they refined a model for the West Jordan Transportation Master Plan. We will ensure that it is the most current TDM to use for this project and make a quick comparison between this model and the one used by the WFRC to visually compare the size of the traffic analysis zones (TAZs). We will begin our work with the model after the initial compatibility check have been completed and will begin with an evaluation of the traffic analysis zones (TAZs) to ensure that they are appropriately sized to provide the best data for this project at both the roadway and intersection level. If the traffic analysis zones are too large, it might be necessary to disaggregate the zones into smaller zones; this step will only be necessary if the current zones are too large for the micro-level analyses that we will be completing for this project. The model will be used to project no-build and build conditions scenarios.

The Team will review the traffic model projections to determine the reasonableness of the volumes before beginning any future year analyses, and will make the comparison to historic growth along the corridor. The Hales Team will review the proposed future (2040) volume data set with the Project Team before completing any future (2040) analyses.

Review Crash Data

As previously identified, we will review any crash data provided by West Jordan City, and we will request the most recent three year crash history from either West Jordan Police Department, or UDOT Traffic & Safety to complete a cursory review of the high frequency crash locations for geometric deficiencies, if they exist. We will also check the expected versus the actual crash rates to ensure that 7000 South is functioning like most roadways of the same classification within Utah.

Develop Micro-simulation Model

The Hales Engineering Team will balance the projected traffic volumes to prepare the input into the VISSIM traffic simulation software. We will build a calibrated / validated VISSIM micro -simulation model to replicate the existing conditions on the 7000 South corridor and at the major signalized intersections. This model, once completed, will be used for the future design year analyses.

Determine existing and future no-build traffic needs at intersections

We will evaluate the existing traffic conditions on 7000 South and at the cross-street intersections previously identified by use of a VISSIM simulation model. This simulation model will be calibrated and validated to existing queuing and travel time conditions. Following our future projections modeling efforts, we will generate future turning movement traffic counts at the project intersections for simulation modeling. It is anticipated that we will run an existing (2014) model and one future (2040) no-build conditions models to help identify the needed improvements at the various intersections and the roadway segments between (future base model). It is our intent to see if the future improvements can be phased to provide some immediate congestion relief before the long term improvements are constructed.

Identify Project Goals and Objectives

The Project Team will develop goals and objectives for this corridor study effort to anticipate and support the potential development of a future environmental / NEPA study. The intent of the goals and objectives is to provide a smooth transition when funding becomes available for additional study, if necessary.

Identify Safety Mitigation / Remedies

The preceding task will identify the safety concerns while this task will identify the safety mitigations and remedies for the areas of concern. Areas of frequent crashes will be evaluated for safety mitigations as well as areas identified by stakeholders as problematic.

Activity: 2T1

TASK 2T1: Develop Initial Capacity Analysis

Objective:

Provide the feasibility report outlining specific recommendations for improving future (2040) capacity. Develop the simulation model to complete five future (2040) options to accommodate the future traffic volumes.

Deliverables:

- Future (2040) Build Conditions Feasibility Study
- Develop conceptual layouts of intersection/interchange options and associated costs while identifying right-of-way impacts

-

Draft Traffic Analysis Report

We will prepare a draft traffic analysis report that will identify the specific recommendations to improve the existing project area roadway capacities to meet future 2040 capacity needs including 5 options that could include intersection improvements, alignment shifts, corridor widening, etc. or a combination of all for VISSIM modeling. The different options will provide the Team with the future traffic demand volumes along the corridor to help identify the needed improvements at the major signalized intersections, and at accesses in the vicinity of Redwood Road. These 5 options will be brainstormed by the Project Team to solve the future traffic volume issues that will merit modeling efforts to identify their ability to handle the projected future traffic conditions on 7000 South. This level of analysis will include a review of the number of lanes, including turn lanes and the required queue storage areas. The Hales Team will develop cross sections for these options and show graphically where they will exist along the corridor.

The Project Team will search for low cost improvements to address congestion/capacity at the key study intersections along the corridor while meeting the goals and objectives. The options that are selected for modeling in VISSIM will be completed for both AM and PM peak hours of the day. We will summarize the results in terms of measures of effectiveness (MOEs) including: travel time, intersection delay, LOS, and travel speeds along the 7000 South corridor.

Develop Capacity Summary

We will develop a feasibility report that outlines the capacity issues, and provides the necessary information to determine and justify the improvement recommendations while ensuring a balance between the "multi-modal" transportation needs of the corridor.

Identify Vacant Property

The Hales Team will identify vacant properties for the development of alignment options.

Concept Design and Right-of-Way Impacts

We will identify the right-of-way impacts along the 7000 South corridor from the various modeled options by developing

conceptual footprint designs for up to 8 intersection options. The conceptual designs will be used to identify the magnitude of right-of-way impacts for acquisition and to demonstrate the needed roadway and intersection cross-sections. Develop conceptual impact costs of the improvements.

Activity: 2U1

TASK 2U1: Utility & Railroad Identification

Objective:

Obtain utility information.

Deliverables:

§ Utility Companies Contact List

§ Utilities mapped in CADD

Obtain Utility Identification

Overview

Identify utility companies and complete an accurate depiction of existing utility facilities within the project limits. Public utilities will be based on information provided by the City of West Jordan. Private utilities will be contacted and mapped based on as built information provided.

Activity: 2Y1TASK 2Y1: Prepare / Compile Geometry Review Package

Objective:

Provide preliminary review of pedestrian crossing overpasses.

Deliverables:

- " Figures showing potential grade separated crossing locations.

-

Examine Grade-Separated Pedestrian Crossings

Overview

PEC will help assess the need for grade separated pedestrian crossings to service the four schools within the study area. PEC will prepare a conceptual layout and footprint for up to four unique crossings. The alternatives will be designed over the aerial photography provided to identify potential impacts to properties.

Deliverables

- § Preliminary Layout Exhibits

Preliminary Pedestrian Crossing Cost Estimates

Activity: 3T1**TASK 3T1: Finalize Capacity Analysis****Objective:**

Provide the final feasibility report and outline specific recommendations for improving existing and future capacity.

Deliverables:

Final Feasibility Report

Final Traffic Analysis Report

The Team will complete a final feasibility report including documentation of the study process, analyses, MOEs, and concepts developed through this process. The report will contain graphics and illustrations to demonstrate and visually communicate the results of the study. This feasibility report will be concise and include graphics of the alternatives that are simple and informative for consumption by City Staff, UDOT leadership, legislative officials, and the public to help make funding decisions.

Public Meetings

The Project Team will hold an initial public meeting to obtain feedback on the current problems and issues along the 7000 South corridor. This meeting will help identify a starting point for the project and provide a clear identification of problem areas/intersections.

Following completion of the feasibility report we will present our findings to the West Jordan City Council.

Schedule

We anticipate this scope of work will take approximately 8 months to complete from notice to proceed. The Hales Team will work diligently to provide useful information to the Project Team for the 2015 legislative session, recognizing that the project will need to continue beyond the legislative session.

Activity: J1A

TASKS J11: Identify Existing Right-of-Way

TASKS J1A: Identify Right-of-Way Needs

Objective:

Identify the existing right-of-way and future needs.

Deliverables:

Develop Base Mapping and ROW Information

Develop Base Mapping and ROW Information

Meridian Engineering will gather topographical information (Lidar information, past flood plain model information, etc.) from West Jordan City and/or the Salt Lake County (if available) to develop a DTM surface with 2' contours. Meridian Engineering will also gather City and/or County available GIS parcel information and assign a land use type to each parcel along the corridor (residential, commercial, etc.). Aerial photography, DTM surface (if available), and ROW/parcel information will be supplied to the projectTeam in MicroStation format (DGN, DTM, etc.). A Property Owner Spreadsheet will be prepared detailing the parcel information along the corridor. Meridian Engineering will also supply square foot information to the project Team to be used for the purpose of preparing conceptual ROW cost estimates. This cost information will include costs for ROW acquisitions and Temporary Construction Easements (TCE) for the land use types likely to be impacted along the corridor (residential, commercial, etc.), not to exceed four land use types.

Clarifications:

- Meridian Engineering will not settle any discrepancies in right-of-way parcels
- It is not the intent of this scope to have Meridian Engineering survey the project area to gather topographical information, if existing information is not available (Lidar information, past flood plain model information, etc.) a DTM will not be provided

It is anticipated that West Jordan City will supply project area aerial photography

Activity: 4P1

TASK 1P1 / 4P1: Develop Initial Public Involvement Plan / Implement Public Involvement Plan

Objective:

Provide and execute a public involvement plan.

Deliverables:

- Public involvement plan for the project outlining the details of meetings, public input opportunities.

Public Involvement Plan

Objectives

PEC will coordinate with the project team and West Jordan City to provide public involvement (PI) services for the duration of the project. The PI efforts will include one public open house, delivering fliers to the project area, and a project website.

Public Open House

PEC will conduct one (1) public open house for the project. Boards for the alternatives will be provided and displayed for the public to view and comment on. Forms will be made to allow the public to submit comment on the alternatives. Comments will be collected and formatted into a comment matrix which will be given the City and project team. Drinks and light refreshments will be provided for the public.

Project Fliers

PEC will prepare and deliver up to 500 fliers for the project area. A draft flier will be produced and distributed to the City and project team for feedback and approval. Once approved, the fliers will be delivered through the postal service, and in some instances, hand delivered when needed.

Project Website

PEC will prepare and maintain a project website for the duration of the project, or as otherwise specified by the city. The website will provide the alternatives for the public to view and download at their discretion. The website will also allow the public to submit comments about the alternatives in which the comments will be formatted into the same matrix as stated in the Public Open House section above. PEC will purchase and maintain the website and domain until project completion.

Activity: 5Z1

TASK 5Z1: Project Management

Objective:

This activity is for the Project Leads to provide oversight of the project through the entire process.

Deliverables:

- " Team Meetings and Meeting Notes
- " Responsibility Chart
- " Process Invoices
- " Contract Modifications

Facilitate Coordination between Disciplines

The success of any project relies upon the constant coordination between all team members. The Project Leads are responsible to facilitate and encourage constant coordination between the Team Members. This includes regular feasibility meetings, informal forms of coordination, and ensuring all disciplines have the latest updates and revisions.

Schedule and Attend Team Meetings and Facilitate Meeting Notes

This covers preparation and attendance of regular project team meetings for all team members (e.g., monthly meetings). This does not include the time to prepare and attend the milestone meetings or other meetings associated with a specific activity.

The following tasks are the responsibility of the Hales Team Manager, but should be appropriately delegated to project team members as needed.

- Schedule regular project team meetings
 - o Revise the schedule as needed and inform all team members
- Coordinate the compilation of meeting notes
- Distribute meeting notes to all team members and meeting attendees

Maintain Project Responsibility Chart

Complete the project responsibility chart with the names of the people responsible for each position. Revise the chart if there are position changes.

Review / Process Consultant Invoices

Monthly invoice from each sub-consultant and from Hales Engineering will be prepared and submitted to UDOT over the duration of this project.

Contract Modifications

If needed.

UDOT Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(142)	PIN:	10012
PIN Description:	7000 South - SR-154 (Bangerter) to SR-68 (Redwood)		
	UDOT Primary Contact: Peter S. Tang		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
HALES, RYAN	TRANSPORTATION ENGINEER	MS, BS CIVIL ENGINEERING	UT-295669-2202	304	\$45.67	\$113.90	NTP
SEARLE, JEREMY	TRANSPORTATION ENGINEER	MS, BS CIVIL ENGINEERING		496	\$33.65	\$83.93	NTP
HAAS, LINDA	ACCOUNTING			34	\$22.00	\$54.86	NTP
JEAN, DANIEL	TRANSPORTATION ENGINEER	EIT		188	\$20.00	\$50.10	NTP
Total Hours for HALES ENGINEERING, LLC:				1,022			

PROJECT NAME: 7000 South Corridor Study; City of West Jordan

PROJECT # F-R299 (142); PIN No. 10012

PROJECT DESCRIPTION: Feasibility Study

UT14-672

Task	2015												Duration
	February	March	April	May	June	July	August	September					
1V1 - Kickoff Meeting													1 Month
1B1 Develop Base Mapping / Existing Surface													1 Month
1P1, 4P1 Initial PI Plan, Implement PI Plan													7 Months
1R1 Develop Roadway Scope													5 Months
1T1 Assess Capacity and Safety Needs													3 Months
2U1 Utility & Railroad Identification													3 Months
2T1 Develop Initial Capacity Analysis													3 Months
2Y1 Prepare / Compile Geometry Review Package													3 Months
3T1 Finalize Capacity Analysis													3 Months
1J1, J1A Supplemental Surveys, Id. ROW and Needs													6 Months
5Z1 Project Management													8 Months
1E1 Assess Environmental Needs													2 Months

FEES

UNIT PRICE

1. **UNIT PRICE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the work performed at the unit prices reviewed and approved by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager. Unit Prices include Direct Labor Expenses, Payroll Additives, Indirect Expenses, and Direct Non-salary Expenses and Profit.

The costs included in the Unit Price have been reviewed and limited to the costs which are allowable under the Federal Acquisition Regulations contained in Title 48 CFR, Part 31 as modified by Utah State law, administrative rules, regulations, or contract provisions.

Guest meals (meals paid by a Consultant or Consultant's employee for someone other than his/her self shall NOT be reimbursed unless previously approved in writing by the DEPARTMENT'S Project Manager and the LOCAL AUTHORITY.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope of work or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior agreement shall be deemed not covered in the compensation and time herein provided.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved completed units and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be properly certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and DEPARTMENT due to federal funding requirements in 49 CFR § 18.23, and/or the state fiscal constraints imposed upon it as a department of state government by Title 63J, Chapter 1, Budgetary Procedures Act. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Provision revised June 27, 2012.)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after a project evaluation form has been completed, all materials and services associated with this contract have been reviewed and approved by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office.

The DEPARTMENT'S Project Managers and the DEPARTMENT'S Comptroller's Office have the right to hold the final invoice payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract is \$179,510.31. Contract overruns will not be paid.

7. **COST PROPOSAL:** The Cost Proposal prepared by the CONSULTANT and reviewed and approved by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager can be found in Attachment D, pages 2 through 21.

The Unit Price rates shown in the CONSULTANT'S Cost Proposal were negotiated and agreed upon by both parties of this contract. The CONSULTANT will invoice the DEPARTMENT using the negotiated unit price rates agreed upon and shown in the CONSULTANT Cost Proposal. These unit rates will be fixed for the period of this contract. Any changes must be approved by the LOCAL AUTHORITY and the DEPARTMENT and by written contract modification.

UDOT Cost Proposal

Contract Number:	NEW	Mod:	
Project Number:	F-R299(142)	PIN:	10012
UDOT Primary Contact:	Peter S. Tang		
PIN Description:			

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
HAAS, LINDA	ACCOUNTING	34	\$54.86	\$1,865.24
HALES, RYAN	TRANSPORTATION ENGINEER	304	\$113.90	\$34,625.60
JEAN, DANIEL	TRANSPORTATION ENGINEER	188	\$50.10	\$9,418.80
SEARLE, JEREMY	TRANSPORTATION ENGINEER	496	\$83.93	\$41,629.28
Total Hours:		1,022		
Total Direct Labor:				\$87,538.92

Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
WEB HOSTING	UNIT	1.0	\$75.000	\$75.00
CL - TRAFFIC COUNTS	LUMP	1.0	\$15,000.000	\$15,000.00
PERSONAL MILEAGE RATE 2014	MILE	650.0	\$.560	\$364.00
COPIES	UNIT	4,250.0	\$.200	\$850.00
POSTER BOARDS	UNIT	5.0	\$30.000	\$150.00
POSTAGE FOR MAILINGS	UNIT	500.0	\$.350	\$175.00
Total Other Direct Charges:				\$16,614.00

Sub Consultant Costs	
Firm Name	Sub Total Cost
PROJECT ENGINEERING CONSULTANTS, LTD	\$39,818.84
MERIDIAN ENGINEERING INC	\$35,538.55
Total Sub Consultant Costs:	\$75,357.39
Total Contract Cost:	\$179,510.31

UDOT Hours Derivation

Contract Number:		NEW	Mod:												
Project Number:		F-R299(142)	PIN:	10012	UDOT Primary Contact: Peter S. Tang										
PIN Description:															

Employee Name	1V1	1B1	1E1	1J1	1P1	1R1	1T1	2T1	2U1	2Y1	3T1	J1A	4P1	5Z1	Total
HALES, RYAN	16	2	2	4	4	4	40	40	8	8	48	4	4	120	304
SEARLE, JEREMY	8	0	0	4	4	8	200	200	0	0	68	4	0	0	496
HAAS, LINDA	2	2	0	2	2	2	6	6	0	4	6	2	0	0	34
JEAN, DANIEL	4	8	0	0	8	0	80	60	0	4	24	0	0	0	188

UDOT Hours Derivation

Contract Number:		NEW		Mod:												
Project Number:		F-R299(142)		PIN:		10012		UDOT Primary Contact: Peter S. Tang								
PIN Description:																
		1V1	1B1	1E1	1J1	1P1	1R1	1T1	2T1	2U1	2Y1	3T1	J1A	4P1	5Z1	Total
Firm Activity Totals:		30	12	2	10	18	14	326	306	8	16	146	10	4	120	1,022
		1V1	1B1	1E1	1J1	1P1	1R1	1T1	2T1	2U1	2Y1	3T1	J1A	4P1	5Z1	Total
Transaction Activity		38	12	50	180	64	214	326	306	44	38	146	260	64	167	1,909
Totals:																

PROJECT ENGINEERING CONSULTANTS, LTD

Sub to HALES ENGINEERING, LLC

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-R299(142)	PIN:	10012	UDOT Primary Contact:	Peter S. Tang
PIN Description:	7000 South - SR-154 (Bangerter) to SR-68 (Redwood)				

Activity: 1V1

1V1 Kickoff Meeting

Overview

PEC will have up to 3 people attend the kick off meeting and support Hales Engineering with this meeting.

Activity: 1E1

1E1 Assess Environmental Needs

Overview

PEC will conduct database evaluations of potential hazardous materials within the project corridor. No in-field surveys will be performed at this stage of the study.

Hazardous Materials: PEC will review databases and historical aerial photographs to identify sites with evidence of on-site potential hazardous materials. If sites containing or likely to contain hazardous materials/waste are found, a table containing site name, address/location, environmental concern or type of site, study options that may affect the site, and an analysis of probability of impact to that option will be provided.

Activity: 1P1

1P1 Develop Initial Public Involvement Plan

Objective:

Provide and execute a public involvement plan.

Deliverables:

Public involvement plan for the project outlining the details of meetings, public input opportunities.

Public Involvement Plan

Objectives

PEC will coordinate with the project team and West Jordan City to provide public involvement (PI) services for the duration of the project. The PI efforts will include one public open house, delivering fliers to the project area, and a project website.

Public Open House

PEC will conduct one (1) public open house for the project. Boards for the alternatives will be provided and displayed for the public to view and comment on. Forms will be made to allow the public to submit comment on the alternatives. Comments will be collected and formatted into a comment matrix which will be given the City and project team. Drinks and light refreshments will be provided for the public.

Project Fliers

PEC will prepare and deliver up to 500 fliers for the project area. A draft flier will be produced and distributed to the City and project team for feedback and approval. Once approved, the fliers will be delivered through the postal service, and in some instances, hand delivered when needed.

Project Website

PEC will prepare and maintain a project website for the duration of the project, or as otherwise specified by the city. The website will provide the alternatives for the public to view and download at their discretion. The website will also allow the public to submit comments about the alternatives in which the comments will be formatted into the same matrix as stated in the Public Open House section above. PEC will purchase and maintain the website and domain until project completion.

Activity: 1R1

1R1 Develop Roadway Scope

Objective:

Develop initial roadway scope.

Deliverables:

§ Preliminary Alternative Exhibits

§ Preliminary Roadway Cost Estimate

Develop Roadway Scope

Overview

PEC will help identify and prepare exhibits for up to three alignment & cross section alternatives (including considerations for parking and no parking) for the corridor to help determine the preliminary project footprint. Alternatives will consider widening to the north, south, and a mix between the two. PEC will also help identify and prepare exhibits for up to eight intersection/interchange alternatives for various intersections along the corridor. The proposed intersections and improvements to be designed will be decided by the project team and confirmed with the City. The alternatives will be designed over the aerial photography provided to identify potential impacts to properties.

Activity: 2U1

2U1 Utility & Railroad Identification

Objective:

Obtain utility information.

Deliverables:

§ Utility Companies Contact List

§ Utilities mapped in CADD

Obtain Utility Identification

Overview

Identify utility companies and complete an accurate depiction of existing utility facilities within the project limits. Public utilities will be based on information provided by the City of West Jordan. Private utilities will be contacted and mapped based on as built information provided.

Activity: 2Y1

2Y1 Prepare/Compile Geometry Review Package

Objective:

Provide preliminary review of pedestrian crossing overpasses.

Deliverables:

Figures showing potential grade separated crossing locations.

Examine Grade-Separated Pedestrian Crossings

Overview

PEC will help assess the need for grade separated pedestrian crossings to service the four schools within the study area. PEC will prepare a conceptual layout and footprint for up to four unique crossings. The alternatives will be designed over the aerial photography provided to identify potential impacts to properties.

Deliverables

§ Preliminary Layout Exhibits

§ Preliminary Pedestrian Crossing Cost Estimates

Activity: 4P1

4P1 Revise/Implement Public Involvement Plan

Public Open House

PEC will conduct one (1) public open house for the project. Boards for the alternatives will be provided and displayed for the public to view and comment on. Forms will be made to allow the public to submit comment on the alternatives. Comments will be collected and formatted into a comment matrix which will be given the City and project team. Drinks and light refreshments will be provided for the public.

Activity: 5Z1

5Z1 Project Management

PEC will manage our portion of the work and attend up to 4 meetings to support our effort. PEC will submit invoices to Hales Engineering on a monthly basis supporting our progress on the project.

PROJECT ENGINEERING CONSULTANTS, LTD

Sub to HALES ENGINEERING, LLC

UDOT Staffing Plan

Contract Number:		NEW	Mod:		UDOT Primary Contact:		Peter S. Tang
Project Number:		F-R299(142)	PIN:	10012			
PIN Description:		7000 South - SR-154 (Bangerter) to SR-68 (Redwood)					

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
HORTON, GARY	TEAM LEAD	CIVIL ENGINEERING	UT-29515	22	\$60.00	\$173.76	NTP
EASTON, CHARLES	ENVIRONMENTAL	MASTERS		16	\$46.00	\$133.21	NTP
HANSEN, BRYAN	PUBLIC INVOLVEMENT			50	\$36.50	\$105.70	NTP
NUESMEYER, RYAN	PROJECT ENGINEER			110	\$33.00	\$95.57	NTP
STEELE, PETER	ENVIRONMENTAL	MASTERS		32	\$29.50	\$86.21	NTP
LARSON, CHAD	DESIGN ENGINEER	BS		146	\$27.00	\$78.19	NTP
BOEKWEG, HEATHER	PUBLIC INVOLVEMENT			54	\$24.00	\$65.22	NTP
MCCARTHY, KATELYNN	ADMINISTRATIVE ASSISTANT	A.S		8	\$16.00	\$46.34	NTP
Total Hours for PROJECT ENGINEERING CONSULTANTS, LTD:				438			

UDOT Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-R299(142)	PIN:	10012
PIN Description:	7000 South - SR-154 (Bangerter) to SR-68 (Redwood)		
	UDOT Primary Contact: Peter S. Tang		

Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
ALLEN, JASON	ENGINEER	ME	UT-5337383-2202	0	\$45.67	\$132.26	NTP
GODFREY, VICTOR	PROFESSIONAL ENGINEER	BS	ID-14240	0	\$37.00	\$107.15	NTP
HARRIS, KELLY	TRAFFIC ENGINEER	BS	UT-6049987-2202	0	\$31.00	\$89.78	NTP
WILLARDSON, JOEY	PROJECT ENGINEER			0	\$27.00	\$78.19	NTP
DENNETT, ALLISON	TRANSPORTATION ENGINEER	B.S		0	\$27.00	\$78.19	NTP
ALBRECHT, BRYCE	PROJECT ENGINEER	BS		0	\$27.00	\$78.19	NTP
DAVIS, STEVEN	PROJECT ENGINEER	BS		0	\$26.00	\$75.30	NTP
ROJAS, LAURA	EIT			0	\$25.00	\$72.40	NTP
ADAMSON, PRESTON	ENGINEER IN TRAINING	BS		0	\$24.00	\$65.22	NTP
BEENE, ANDREW	ENGINEER IN TRAINING	BS		0	\$23.00	\$62.50	NTP
ELDMACHER, ADAM	DESIGNER	B.S.		0	\$20.00	\$57.92	NTP
STON, MALCOLM	INTERN			0	\$12.00	\$34.75	NTP

PROJECT ENGINEERING CONSULTANTS, LTD

Sub to HALES ENGINEERING, LLC

UDOT Cost Proposal

Contract Number:	NEW	Mod:			
Project Number:	F-R299(142)	PIN:	10012	UDOT Primary Contact:	Peter S. Tang
PIN Description:					
Labor Costs					
Employee Name	Contract Job Title		Hours	Proposal Rate	Labor Cost
BOEKWEG, HEATHER	PUBLIC INVOLVEMENT		54	\$65.22	\$3,521.88
EASTON, CHARLES	ENVIRONMENTAL		16	\$133.21	\$2,131.36
HANSEN, BRYAN	PUBLIC INVOLVEMENT		50	\$105.70	\$5,285.00
HORTON, GARY	TEAM LEAD		22	\$173.76	\$3,822.72
LARSON, CHAD	DESIGN ENGINEER		146	\$78.19	\$11,415.74
MCCARTHY, KATELYNN	ADMINISTRATIVE ASSISTANT		8	\$46.34	\$370.72
NUESMEYER, RYAN	PROJECT ENGINEER		110	\$95.57	\$10,512.70
STEELE, PETER	ENVIRONMENTAL		32	\$86.21	\$2,758.72
Total Hours:			438		
Total Direct Labor:				\$39,818.84	
Total Cost for PROJECT ENGINEERING CONSULTANTS, LTD:					\$39,818.84

UDOT Hours Derivation

Contract Number:		NEW		Mod:							
Project Number:		F-R299(142)		PIN:		10012		UDOT Primary Contact:		Peter S. Tang	
PIN Description:											
Employee Name	1V1	1E1	1P1	1R1	2U1	2Y1	4P1	5Z1			Total
HORTON, GARY	2	0	0	4	4	2	0	10			22
EASTON, CHARLES	0	16	0	0	0	0	0	0			16
HANSEN, BRYAN	0	0	20	0	0	0	30	0			50
NUESMEYER, RYAN	2	0	0	78	10	10	0	10			110
STEELE, PETER	0	32	0	0	0	0	0	0			32
LARSON, CHAD	0	0	0	116	20	10	0	0			146
BOEKWEG, HEATHER	0	0	24	0	0	0	30	0			54
MCCARTHY, KATELYNN	0	0	2	2	2	0	0	2			8

Contract Number:	NEW	Mod:							
Project Number:	F-R299(142)	PIN:	10012						
UDOT Primary Contact: Peter S. Tang									
PIN Description:									
1V1	1E1	1P1	1R1	2U1	2Y1	4P1	5Z1	Total	
Firm Activity Totals:	4	48	46	200	36	22	60	22	438

MERIDIAN ENGINEERING INC

Sub to HALES ENGINEERING, LLC

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-R299(142)	PIN:	10012	UDOT Primary Contact:	Peter S. Tang
PIN Description:	7000 South - SR-154 (Bangerter) to SR-68 (Redwood)				

Activity: 1V1

Attend meeting as requested by Hales Engineering.

Activity: 1J1

1J1 Identify Existing Right-of-Way

Meridian Engineering will gather topographical information (Lidar information, past flood plain model information, etc.) from West Jordan City and/or the Salt Lake County (if available) to develop a DTM surface with 2' contours. Meridian Engineering will also gather City and/or County available GIS parcel information and assign a land use type to each parcel along the corridor (residential, commercial, etc.). Aerial photography, DTM surface (if available), and ROW/parcel information will be supplied to the project Team in MicroStation format (DGN, DTM, etc.). A Property Owner Spreadsheet will be prepared detailing the parcel information along the corridor.

Clarifications:

- Meridian Engineering will not settle any discrepancies in right-of-way parcels
- It is not the intent of this scope to have Meridian Engineering survey the project area to gather topographical information, if existing information is not available (Lidar information, past flood plain model information, etc.) a DTM will not be provided
- It is anticipated that West Jordan City will supply project area aerial photography

Activity: J1A

J1A Identify Right-of-Way Needs

Meridian Engineering will supply square foot information to the project Team to be used for the purpose of preparing conceptual ROW cost estimates. This cost information will include costs for ROW acquisitions and Temporary Construction Easements (TCE) for the land use types likely to be impacted along the corridor (residential, commercial, etc.), not to exceed four land use types.

Activity: 5Z1

5Z1 Project Management

Overview

This activity is for the Project Manager oversight of the project through the entire design phase.

Deliverables

1. Team Meetings and Meeting Notes

Tasks

- Facilitate Coordination Between Disciplines
- Schedule and Attend Team Meetings and Facilitate Meeting Notes

2. Updated Schedule in MS Project

Task

- Update/Review Schedule in MS Project

3. Project Responsibility Chart

Task

- Maintain Project Responsibility Chart

4. Processed Invoices

Task

- Review/Process Consultant Invoices

Distribution

- ProjectWise
- Project Team (As Applicable)
- Program Manager (As Applicable)

Facilitate Coordination Between Disciplines

The success of any project relies on the constant coordination between all team members. The Project Manager is responsible to facilitate and encourage constant coordination between disciplines. This includes regular design meetings, informal forms of coordination, and ensuring all disciplines have the latest updates and revisions.

Schedule and Attend Team Meetings and Facilitate Meeting Notes

This covers preparation and attendance of regular project team meetings for all team members such as bi-weekly team meetings. This does not include the time to prepare and attend the milestone meetings or other meetings associated with a specific activity. For example, 1P1 Develop Initial PI Plan will likely involve a coordination meeting with several

project team members. The time spent on this meeting should be charged to 1P1, not 5Z1.

The following tasks are the responsibility of the Project Manager but should be appropriately delegated to project team members as needed.

- Schedule regular project team meetings
 - o Revise the schedule as needed and inform all team members
- Coordinate the compilation of meeting notes
- Distribute meeting notes to all team members and meeting attendees

Update/Review Schedule in MS Project

Project Discipline Leads are responsible to update the schedule in Project Management Office (PMO) for their activities. This task is to review updates and project status in PMO and/or MS Project. The PM is responsible for making sure the project is on schedule, within allocated resources (budget and staff), and within scope. Coordinate with Discipline Leads to address projected needs that will exceed the schedule, resources, and scope.

Maintain Project Responsibility Chart

Complete the project responsibility chart with the names of the people responsible for each position. Revise the chart if there are position changes.

Review/Process Consultant Invoices

MERIDIAN ENGINEERING INC

Sub to HALES ENGINEERING, LLC

UDOT Staffing Plan

Contract Number:	NEW	Mod:		UDOT Primary Contact:	Peter S. Tang
Project Number:	F-R299(142)	PIN:	10012		
PIN Description:	7000 South - SR-154 (Bangerter) to SR-68 (Redwood)				

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
JOHNSON, STEVE	VP / SENIOR PROJECT MANAGER	MMS	UT-179525	15	\$55.38	\$146.67	NTP
SEARLE, JEFF	GIS/LIDAR MANAGER	BS	UT-5047039	55	\$35.00	\$92.70	NTP
BARON, TYLER	R/W ENGINEER		UT-7281045	60	\$34.00	\$90.05	NTP
WILLIAMS, DARREN	PROJECT SURVEYOR / ROW	AAS	UT-4975981	104	\$32.00	\$84.75	NTP
DENHAM, GUSTAVE	DESIGN			120	\$27.50	\$72.83	NTP
INABNIT, AARON	SURVEYOR	AAS		50	\$23.00	\$60.91	NTP
FISHER, JAMES	R/W & SURVEY TECH			20	\$22.00	\$55.62	NTP
BOYACK, RACHEL	SURVEYOR-ARCH/HISTORIAN	BS		25	\$17.00	\$45.02	NTP
Total Hours for MERIDIAN ENGINEERING INC:				449			

UDOT Cost Proposal

Contract Number:	NEW	Mod:			
Project Number:	F-R299(142)	PIN:	10012	UDOT Primary Contact:	Peter S. Tang
PIN Description:					
Labor Costs					
Employee Name	Contract Job Title		Hours	Proposal Rate	Labor Cost
BARON, TYLER	R/W ENGINEER		60	\$90.05	\$5,403.00
BOYACK, RACHEL	SURVEYOR-ARCH/HISTORIAN		25	\$45.02	\$1,125.50
DENHAM, GUSTAVE	DESIGN		120	\$72.83	\$8,739.60
FISHER, JAMES	R/W & SURVEY TECH		20	\$55.62	\$1,112.40
INABNIT, AARON	SURVEYOR		50	\$60.91	\$3,045.50
JOHNSON, STEVE	VP / SENIOR PROJECT MANAGER		15	\$146.67	\$2,200.05
SEARLE, JEFF	GIS/LIDAR MANAGER		55	\$92.70	\$5,098.50
WILLIAMS, DARREN	PROJECT SURVEYOR / ROW		104	\$84.75	\$8,814.00
Total Hours:			449		
Total Direct Labor:					\$35,538.55
Total Cost for MERIDIAN ENGINEERING INC:					\$35,538.55

UDOT Hours Derivation

Contract Number:		NEW		Mod:	
Project Number:		F-R299(142)		PIN:	
PIN Description:		10012		UDOT Primary Contact:	
				Peter S. Tang	
Employee Name	1V1	1J1	J1A	5Z1	Total
JOHNSON, STEVE	0	0	0	15	15
SEARLE, JEFF	0	25	30	0	55
BARON, TYLER	0	20	30	10	60
WILLIAMS, DARREN	4	50	50	0	104
DENHAM, GUSTAVE	0	40	80	0	120
INABNIT, AARON	0	25	25	0	50
FISHER, JAMES	0	10	10	0	20
BOYACK, RACHEL	0	0	25	0	25

UDOT Hours Derivation

[illegible]

Insurance

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	8/23/2015	PEERLESS INDEMNITY	BA1444294	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	8/23/2015	PEERLESS INDEMNITY	CU1444295	\$1,000,000	\$1,000,000	N
GENERAL LIABILITY	N	8/23/2015	PEERLESS INDEMNITY	CBP1444293	\$1,000,000	\$2,000,000	Y
PROFESSIONAL LIABILITY	N	8/23/2015	TRAVLERS CASUALTY & SURETY	105333953	\$2,000,000	\$2,000,000	N
WORKERS COMPENSATION	N	2/19/2015	WORKERS COMPENSATION FUND	2892498	\$1,000,000	\$0	N